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11 **UNITED STATES BANKRUPTCY COURT**
12 **NORTHERN DISTRICT OF CALIFORNIA - OAKLAND DIVISION**

13 In re

14 JAMERSON S FONTILLAS,
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19 Debtor.
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Case No. 13-45734-RLE

Chapter 13

R.S. No. DAC-021

**STIPULATION GRANTING
ADEQUATE PROTECTION**

Hearing:

Date: June 24, 2015

Time: 1:30 p.m.

Ctrm: 1300 Clay Street, Ctrm 201
Oakland, CA 94612

22 This Stipulation is entered into by and between the Secured Creditor, Westlake Financial
23 Services (hereinafter "Movant"), and Jamerson S Fontillas (hereinafter "Debtor") by and through
24 their respective attorneys of record.

25 The property which is the subject of this matter is commonly known as 2004 LEXUS IS
26 300 SEDAN 4D, VIN No. JTHBD192240090117 (the "Vehicle").

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1 THE PARTIES STIPULATE AS FOLLOWS:

2 1. Debtor shall tender regular monthly payments in the amount of \$350.00, which
3 amount is subject to change, pursuant to the terms of the subject Retail Instalment Sale Contract
4 (the "Contract"), commencing July 7, 2015, and continuing until all such outstanding amounts
5 under the Contract are to be paid in full.

6 2. The post-petition arrears are calculated as follows:

7 4/7/2014 – 6/7/2015	15 payments @\$350.00 each	\$5,250.00
8 Attorneys' Fees/Costs		\$776.00
9 Total Arrears		\$6,026.00

10 3. In addition to regular monthly payments, Debtor shall also tender payments in the
11 sum of \$502.17, commencing July 22, 2015, and continuing through and including June 22,
12 2016, when all post-petition arrears due and owing under the Contract, in the current sum of
13 \$6,026.00, are paid in full. Payments are to be remitted to:

14 Westlake Financial Services
15 4751 Wilshire Blvd #100
Los Angeles, CA 90010

16 4. If Debtor provides proof of additional post-petition payments received and
17 negotiated by Movant, the requirement to make an additional payment pursuant to paragraph
18 three (3) herein shall be revised accordingly.

19 5. Debtor shall comply with the terms and conditions of his Chapter 13 Plan.

20 6. In the event of any future default on any of the above-described provisions,
21 inclusive of this Stipulation, Movant shall provide written notice to Debtor at Jamerson S.
22 Fontillas, 1593 Thrush Ave., San Leandro, CA 94578, and to Debtor's attorney of record, Rabin
23 J. Pournazarian, Price Law Group, 15760 Ventura Blvd. #1100, Encino, CA 91436-3095
24 indicating the nature of the default. If Debtor fails to cure the default with certified funds after
25 the passage of ten (10) calendar days from the date said written notice is placed in the mail, then
26 Movant may file an Ex Parte Declaration of Non-Cure and an Order Terminating the Automatic
27 Stay with the court. Upon entry of said Order Terminating the Automatic Stay, the automatic
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1 stay shall be immediately terminated as to Movant, and Movant may proceed to repossess the
2 Vehicle and foreclose its security interest in the Vehicle under the terms of the Contract and
3 pursuant to applicable state law. Further, Movant may commence any action necessary to obtain
4 possession of the Vehicle without further order or proceeding of this Court.

5 7. Movant shall comply with the above provisions as to the first two (2) defaults.
6 Upon the 3rd default, Movant may file an Ex Parte Declaration of Non-Cure and an Order
7 Terminating the Automatic Stay with the court. Upon entry of said Order Terminating the
8 Automatic Stay, the automatic stay shall be immediately terminated as to Movant, and Movant
9 may proceed to repossess the Vehicle and foreclose its security interest in the Vehicle under the
10 terms of the Contract and pursuant to applicable state law. Further, Movant may commence any
11 action necessary to obtain possession of the Vehicle without further order or proceeding of this
12 Court.

13 9. The acceptance by Movant of a late or partial payment shall not act as a waiver of
14 Movant's right to proceed hereunder.

15 10. In the event that Movant is granted relief from the automatic stay, the parties
16 hereby stipulate that the 14-day stay provided by Bankruptcy Rule 4001(a)(3) is waived.

17 11. The foregoing terms and conditions shall be binding only during the pendency of
18 this bankruptcy case. If, at any time, the stay is terminated with respect to the Vehicle by court
19 order or by operation of law, the foregoing terms and conditions shall cease to be binding and
20 Movant may proceed to enforce its remedies under applicable non-bankruptcy law against the
21 Vehicle and/or against the Debtors.

22 12. In the event this case is converted to a Chapter 7 proceeding, the Motion may be
23 restored on 14-days notice to the chapter 7 trustee.


24 13. Relief from the Automatic Stay is granted as to the Chapter 13 Trustee, Martha G.
25 Bronitsky.

26 14. Any notice that Movant shall give to Debtor, or attorney for Debtor, pursuant to
27 this Order shall not be construed as a communication under the Fair Debt Collection Practices
28 Act, 15 U.S.C. §1692.

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IT IS SO STIPULATED:

DATED: 6/19/2015


RABIN J. POURNAZARIAN
Attorneys for Debtor

DATED: 6/22/2015

ALDRIDGE PITE, LLP


DREW A. CALLAHAN
Attorneys for WESTLAKE FINANCIAL
SERVICES